

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF OKLAHOMA

Richard L. Cornforth,
Plaintiff,

Vs.

CIV 17 - 1297 R

(1)The State of Oklahoma)
(2)The Oklahoma Real Estate)
Commission)
(3)David W. Kisner, individual capacity)
(4)Sean Danley, individual capacity)
(5)Sherry Kueffler, individual capacity)
(6)ABW, INC.)
(7)Jennifer Marie Arsenault)
(8)Edward O. Lee)
(9)John Doe number one and/or a Jane Doe)
unknown at this time)
(10)Russell Adams)
(11)Carl Hurd)
(12)John Doe or John Doe number two)
and)
(13)David L. Russell, individual capacity)
Defendants.)

FILED

DEC 04 2017

CARMELITA REEDER SHINN, CLERK
U.S. DIST. COURT, WESTERN DIST. OKLA.
BY DEPUTY

Pursuant to 18, U.S.C. § 1964(a)&(c) Complaint for
racketeering also known as Civil Rico.

Brief in support

Subject matter jurisdiction

1. DEFINITIONS ESTABLISHING THE SUBJECT MATTER
JURISDICTION OF THIS COURT: The authority of this Court to

adjudicate Plaintiff's claims is found under 18 USC 1964, to wit:

Where an association in fact exists defined as two or more persons allied to take or perform a pattern of acts affecting Interstate Commerce where Interstate Commerce is defined as use of instrumentalities of Interstate Commerce such as United States Mail, other courier service crossing state lines, telecommunications or wire service which either do or can cross state lines in communicating information from the association in fact and/or even merely taking payment for a product or service which either is provided by means of Interstate Commerce, is composed from materials or subservices which cross state lines or expenditure of economic resources which could have been used for such a product or service, where one or more of the members of the association in fact commit two or more crimes such as mail fraud, the infractions of law result in damages to business or property interests, and the pattern of acts is likely to continue unless abated, racketeering has occurred.

THE PARTIES

2. Richard L. Cornforth is a United States Citizen who is domiciled within the Western Federal District of Oklahoma. Cornforth's right to claim and assert meaningful access to a Federal Court of the United States for redress of wrongs derives from Cornforth's status as a tax payer. Cornforth has damages in fact as via information discovered during 2016 informed Cornforth of exactly how Cornforth was scammed via what's commonly known as the *lonely hearts club scam*;

Cornforth, prior to the scam, as learned by John Doe #2, was resource-rich comparatively speaking, having an approximate seven hundred and fifty thousand dollars net worth, about two thirds of which could be comfortably mined by scam artist John Doe #2.

3. The State of Oklahoma has waived sovereign immunity by failing or refusing to investigate The Oklahoma Real Estate Commission's mishandling of the complaint of the scam illustrated supra. This misprision by Oklahoma's risk management authority leads to the irresistible conclusion that The State of Oklahoma, as a matter of custom and policy, is willfully blind to abuse of Oklahoma's consumers no matter how well-grounded in fact rather than give an appearance of being anti-business thereby making Oklahoma a haven for a wide array of schemes to defraud and cheat consumers.

4. The Oklahoma Real Estate Commission, with a duty to assure consumers of honest and fair dealings by realtors, by and through parties identified supra, went to great and absurd lengths to aid, abet, cover up, and conceal the scam illustrated supra, thus undeniably, The Oklahoma Real Estate Commission is a Racketeer Influenced Corrupt Organization by

the control effected by parties identified in article 5. Below.

5. David W. Kisner, Sean Danley, and Sherry Kueffler are investigators employed by The Oklahoma Real Estate Commission who perjured their oaths and breached their duty to investigate the scam illustrated supra. Kisner, Danley, and Kueffler had a duty to require of the relevant realtor two closing packets with proof of service on both packets not less than 24 hours prior to the two alleged closings. Absent these two proofs, the Banker and Realtor involved in the ultimate sale of the home which was the underlying res of the lonely hearts club scam are guilty in the first degree of conspiracy to commit bank fraud and theft by deception. Plaintiff in this cause has done a preliminary investigation and learned that covering up the lonely hearts club scam amounts to a custom and policy of The Oklahoma Real Estate Commission due to the mischief of these three and likely others now unknown.

6. ABW, INC. pays dues or dues in form to Keller Williams for the purpose of misleading Oklahoma consumers that in re purchasing of homes they are doing business with

Keller Williams which of course they are not. This subterfuge serves to instill confidence in consumers to make unwary consumers easy prey for scams such as the one illustrated supra. Keller Williams is not named at this time although discovery will likely produce evidence to show that Keller Williams is Racketeer Influenced Corrupt Organization with few rivals in or out of the business of selling real estate to consumers. ABW, INC., by and through parties unknown at this time, had a non-discretionary duty to present Plaintiff with closing packets not less than twenty-four hours prior to two closings on homes. No closing packets were produced during The Oklahoma Real Estate Commissions' so-called investigation rendering the inescapable conclusion that two real estate closings were mock or color of closing scams as proved by two extant loan files provided to Commission "investigators". The first file is deficient as a closing packet, to wit: no proof of service on Plaintiff 24 hours prior to closing and no copy of the original, unfiled deed to the property. The second file is deficient as a closing packet, to wit: no proof of service on the Plaintiff 24 hours prior to closing, no copy of the original unfiled deed to the property, and no commitment letter from the lending bank.

7. Russell Adams and Carl Hurd were and are then and now controlling officers of the Community State Bank of Cashion, Oklahoma. Foolish Adams was induced by John Doe #2 to facilitate the lonely hearts club scam; Hurd more recently committed fraud by omission and lied to FDIC investigators to cover up Adams' necessary party status in the scam including Hurd omitting to furnish investigators with the loan application in re the property at 7328 N.W. 19th Street in Bethany and the resulting commitment letter to make real estate purchase loan naming Cornforth and Phillips joint owners and omitting to furnish investigators with a copy of the original unfiled deed to the property at 1820 N. Glade Avenue in Bethany UPON WHICH THE BANK'S BOARD RELIED TO MAKE THE LOAN and the commitment letter which, to avoid proof of fraudulent inducement had to match the real estate purchase contract.

8. John Doe #2, not identified as this time for Doe's attachment to organized crime with the consistent result of Doe getting away with scam after scam.

9. Extant records provide direct evidence that David L. Russell has been a co-conspirator with John Doe for many

years. Mr. Russell is an unflinching servant to aid, abet, cover up, and conceal the crimes of John Doe #2 including attempted murder and likely, if the truth be known, murder in fact to facilitate the rackets operated by John Doe #2.

THE SCAM

FACTS

1.

At an international conference in Mexico during October of 2005, Joyce Marie Phillips, then a resident of Florida, introduced herself to me, Richard Cornforth, popularly known with my middle name as Richard Luke Cornforth. Phillips expressed a personal interest that had us spending time together during the week-long conference. We began a dating relationship during February of 2006; and later, in April of 2006, Phillips invited me to an extended stay at a Florida resort to announce our engagement. At the time, I had been estranged from my spouse of 1970 for about 25 years, our mutual abandonment arguably resulting in dissolution of the 1970 marriage. After continuing the dating relationship for about a year, Phillips and I began living together and proactively searched for a home. During June of 2007, we bought a home located at 7328 N.W. 19th Street in Bethany, Oklahoma; however, the closing on the home did not complete. Evidence only discovered during June of 2016 suggests that the only purpose of Phillips wanting to purchase the 19th Street home was to determine whether I could qualify for the

purchase of a one hundred fifty thousand dollar home. Evidence discovered about April of 2016 reveals that Phillips, who is a confessed and of-record career criminal with ten prior offenses including five offenses for grand larceny who has been in prison and was apparently out on parole when we met, lied on two loan applications and could not have qualified for a new home purchase during 2007 as Phillips was already indebted on a mortgage of about one hundred fifty six thousand dollars. After the purchase of the 19th Street home did not complete, Phillips, with the cooperation of my personal friend and banker, Russell Adams, and a real estate broker in our employ, induced me to "redo the paperwork" for the purchase of the home at 1820 N. Glade Avenue also in Bethany¹. HERE IT IS IMPORTANT TO NOTE: Phillips lying on two loan applications, one during June of 2007 and a second during July of 2007, provides direct evidence of a conspiracy to cheat me, to wit: The same bank, same bank officer, and same bank board had a duty to review both loan applications. The first loan application revealing Phillips' false statement should have had the effect of Phillips being alienated from the home purchase as should have been shown on the bank's commitment letter with the real estate purchase contract being renegotiated between only the sellers and me. THAT'S NOT WHAT HAPPENED: When the bank officer, with knowledge that Phillips had lied on the first application, conveniently looked the other way as Phillips repeated the false statement

¹ An incomplete list of Phillips' aliases include: J. M. Phillips, J. M. Phillipskenlen, Joyce M. Kenlen, Joyce M. Phillips, Joyce M. Vanhooose, Joyce M. Wright, Joyce P. Hoose, Joyce P. Kenlen, Joyce Phillips, Marie Luke, and Phillips' common law married name, Marie Cornforth.

on the second loan application, then fraudulently induced me to sign a second promissory note and a loan application which was inconspicuously different from the first loan application, the first for the 19th street property being a joint loan application Phillips and I applying while the second, as I only learned about April of 2016, was to Phillips as an individual with me as co-signor². The bank officer also schemed and connived with Phillips and the real estate broker impersonating a closing agent to cheat me by altering the deed without acquiescence of the grantors. HERE IT IS IMPORTANT TO NOTE: The sellers/grantors were in California. During the so-called divorce trial, Oklahoma County case FD-2015-4206, Joyce Marie Phillips attorney, Robert Raftery proffered the relevant mortgage and title insurance both obtained by fraud for their contradiction of the real estate purchase contract as well as the clearly forged deed as an offer of proof that Phillips was the alleged sole owner of the property in question. Undeniably, Phillips had schemed and connived with John Doe #2, the banker, and realtor to cheat me in re the purchase of the property located at 1820 N. Glade Avenue in Bethany. The paperwork I was induced to sign in re the Glade Avenue home, by appearances, was the same as I signed precedent to the purchase of the 19th Street home. Evidence discovered about April of 2016 reveals that I was induced to sign a different loan application from the loan application signed by me in re the 19th Street home. I discovered only during February of 2016, that the putative

² HERE IT IS IMPORTANT TO NOTE: Soon after the home purchase, Phillips hid or destroyed all the records of the loan and closing. If any records remained in later years, they were hidden or destroyed about September 17th of 2015 by Phillips with assistance of John Doe #2.

deed to the property located at 1820 N. Glade Avenue is an altered record; the grantees have been changed from Richard L. Cornforth and Joyce Phillips to Grantee Joyce Marie Phillips without the acquiesce of the grantors, clearly a fraud on the real estate purchase contract. Here it is important to note, that as a matter of law, grantors must acquiesce the change of grantee. Changing the grantee on the deed to the 1820 N. Glade Avenue had three effects: (a) Alienating me from the real estate purchase contract for the Glade Avenue property where Richard L. Cornforth and Joyce Phillips were joint buyers depriving me of the right of rescission, (b) Voiding the real estate purchase contract and spoiling the deed with the likely legal consequence of sustaining the sellers/grantors as the de facto, de jure owners of the Glade Avenue Property, and (c) Cheating me out of my investment in the Glade Avenue home of about one hundred fifty-thousand dollars from my separate resources beginning with me making the thirty-thousand dollar down payment on the Glade Avenue home. Among Phillips' statements used to con me was Phillips' repeatedly claiming intent to sell some of Phillips' Florida property to pay off the mortgage on the Glade Avenue home which of course Phillips never did.

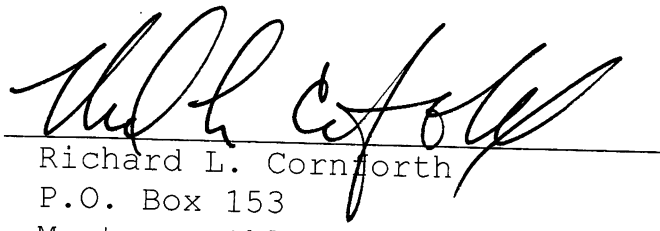
Conclusion and remedy sought

A Jury's determination that Richard L. Cornforth was scammed resulting in a loss of one hundred and fifty thousand dollars more or less warrants damages of four hundred fifty thousand dollars more or less to be paid share and share alike

by the State of Oklahoma, The Oklahoma Real Estate Commission, and all parties determined to be part of the conspiracy with verified law-offending parties being referred to the United States Attorney for the Western Federal District of Oklahoma for presentment to a Federal Grand Jury for determination of probable cause in re a pattern of fraud including but not limited to bank fraud rising to a level of racketeering.

TRIAL BY JURY DEMANDED

Prepared and submitted by:

A handwritten signature in black ink, appearing to read 'Richard L. Cornforth', is written over a horizontal line.

Richard L. Cornforth
P.O. Box 153
Mustang, Oklahoma 73064
(405) 627-3186
richardcornforth@aol.com